

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT ("Release")**



Read this Release carefully before signing it. Your signature indicates your understanding of, and agreement to, its terms.

NOTICE: A RELEASE IS REQUIRED FOR EACH PARTICIPANT. PARTICIPANTS 18 YEARS OF AGE OR OLDER MUST EXECUTE A RELEASE ON THEIR OWN BEHALF.

I, _____ ("Undersigned"), residing at _____,
(Town/City)

_____ am 18 years of age or older. The
(State / Zip Code)

Undersigned, individually and/or as the parent/legal guardian of _____, a minor child ("Participant"), and in consideration for the privilege of allowing the Undersigned and/or the Participant to participate in programs and activities provided, sponsored or arranged by the Eastern Rio Blanco Metropolitan Recreation and Park District ("District", which term shall include its officers, directors, employees, volunteers, agents and representatives), and use the District's facilities, equipment and gear, individually and on behalf of the Participant, and our personal representatives, heirs, next-of-kin, spouse and assigns, hereby:

1. Acknowledges that participating in the programs and activities provided, sponsored or arranged by the District and using the District's facilities, equipment and gear (collectively, "Activities"), may be dangerous and may involve RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the potential hazards, including without limitation:

- a. Contact with other participants, District personnel, or individuals;
- b. Accidents, head or spine injuries, or other bodily injuries; and,
- c. Slipping and falling because of footing conditions or other conditions;

2. Voluntarily assumes the risk and danger of injury or death inherent in the participation in the Activities.

3. Represents that the Undersigned and the Participant are in good physical condition and able to participate in the Activities and affirmatively states the Undersigned and the Participant do not have any known health condition or infirmity which would preclude participation in the Activities or increase the risk of injury or serious illness as the result of participation. The Undersigned is solely responsible for receiving clearance from a medical provider for the Undersigned and the Participant before participating in the Activities.

4. RELEASES, DISCHARGES AND PROMISES NOT TO SUE the District for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage or injury (including death) to the Undersigned, the Participant or their personal property.

5. RELEASES the District from any claim of negligence in connection with the Undersigned's or Participant's participation in the Activities, including but not

limited to training, maintenance, care, equipment or gear, condition of facilities, or supervision of the Undersigned, the Participant or the other participants.

6. INDEMNIFIES, SAVES AND HOLDS HARMLESS the District from and against any claims, actions, demands, damages, expenses, liabilities (including reasonable attorneys' fees, costs, and expenses) arising out of or in any way connected with the Undersigned's or the Participant's participation in the Activities or any acts or omissions of the Undersigned, the Participant, the other participants, the District, or any other person or entity.

7. Agrees to abide by and follow any instructions given or rules established by the District regarding the Activities.

8. Understands that photographs/videos will be taken by the District during Activities to be used in promotional materials, including, but not limited to the website and printed materials; agrees that any photographs/videos taken of the Undersigned or the Participant may be used, without compensation, for District publicity or other business purposes without obtaining additional consent; and gives permission for the Undersigned's or the Participant's likeness to be used in such materials.

9. Expressly agrees this Release is governed, and is intended to be as broad and inclusive as permitted, by Colorado law. If any portion of this Release is declared invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Release shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. Understands and agrees this Release is a contract. If a lawsuit or proceeding is filed against the District for any injury or damage in breach of this contract, the losing party will pay all reasonable attorneys' fees, costs and expenses incurred by the prevailing party in defending the lawsuit or proceeding, including attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.

I have read this Release and Waiver, Assumption of Risk and Indemnity Agreement. I understand it is the District's intent, in which I concur, to avoid any and all liability, loss, claims, demands or damages, whether known or unknown, foreseen or unforeseen by or through me, the Participant, or any third party, arising out of or relating to the Participant's or my participation in the Activities, entering the District's premises, or using its facilities, equipment or gear. I fully realize Participant or I may sustain damages, injuries, losses or liability resulting directly or indirectly from participation in the Activities. By executing this document, I fully intend, individually AND on behalf of the Participant, to release the District from any and all such damages, injuries, losses, or liabilities, whether arising from NEGLIGENCE or otherwise.

Agreed to and accepted this ____ day of _____, 2008.

Printed Name

Witness

Signature (must be 18 years of age or older)

Signature (must be 18 years of age or older)

CONSENT FOR EMERGENCY MEDICAL TREATMENT ("Consent")

NOTICE: A CONSENT IS REQUIRED FOR EACH PARTICIPANT. PARTICIPANTS 18 YEARS OF AGE OR OLDER MUST EXECUTE A CONSENT ON THEIR OWN BEHALF.

In the event of a medical emergency (real or apparent), the Undersigned hereby authorizes the District to engage, at its sole discretion and judgment, any licensed physician or health care facility on behalf of the Participant, and to direct and/or order such emergency medical treatment, including hospitalization, for the Participant as may seem reasonably necessary under the circumstances. The Undersigned acknowledges that the District does not have any health insurance coverage that would be applicable to the Participant's participation in the Activities. The Undersigned further agrees and promises to indemnify and hold harmless the District, and its officers, directors, employees, volunteers, agents and representatives, for exercising the foregoing authority and further authorizes the District to have the Participant treated in any medical emergency center in connection with participating in the Activities described above.

I have carefully read this Consent for Emergency Medical Treatment, and with full knowledge and understanding of the terms, consent and agree hereto.

Agreed to and accepted this ____ day of _____, 2008.

Printed Name

Witness

Signature (must be 18 years of age or older)

Signature (must be 18 years of age or older)